Received by NSD/FARA Registration Unit 09/01/2021 12:35:47 PM OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| 3. Primary Address of Registrant Suite 100, 438 - 11 Avenue SE, Calgary, Alberta, CANADA T2G 0Y4 4. Name of Foreign Principal Canadian Energy Centre Ltd. 5. Address of Foreign Principal Suite 300, 801 6th Ave. S.W. Calgary, Alberta CANADA T2P 3W2 6. Country/Region Represented CANADA | 7003 |
|--|------|
| Canadian Energy Centre Ltd. Suite 300, 801 6th Ave. S.W. Calgary, Alberta CANADA T2P 3W2 6. Country/Region Represented | |
| | |
| | |
| 7. Indicate whether the foreign principal is one of the following: ☐ Government of a foreign country ¹ ☐ Foreign political party ▼ Foreign or domestic organization: If either, check one of the following: | |
| □ Partnership □ Committee ☑ Corporation □ Voluntary group □ Association □ Other (specify) □ Individual-State nationality | |
| 8. If the foreign principal is a foreign government, state:a) Branch or agency represented by the registrantb) Name and title of official with whom registrant engages | |

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

| | Received by NSD/FARA Registration Unit 09/01/2021 12:35:47 PM | I |
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| 9. If th | e foreign principal is a foreign political party, state: | |
| | a) Name and title of official with whom registrant engages | |
| | b) Aim, mission or objective of foreign political party | |
| 10. If th | e foreign principal is not a foreign government or a foreign political party: | |
| | a) State the nature of the business or activity of this foreign principal. The Canadian Energy Centre (CEC) is an independent corporation established and a provincial government of Alberta. The mission of the CEC is to advance Canada a choice for the world's growing demand for responsibly produced energy. | |
| | b) Is this foreign principal: | |
| | Supervised by a foreign government, foreign political party, or other foreign principal | Yes 🗌 No 🗷 |
| | Owned by a foreign government, foreign political party, or other foreign principal | Yes ເ No □ |
| | Directed by a foreign government, foreign political party, or other foreign principal | Yes 🗌 No 🗷 |
| | Controlled by a foreign government, foreign political party, or other foreign principal | Yes 🗌 No 🗷 |
| | Financed by a foreign government, foreign political party, or other foreign principal | Yes 🗷 No □ |
| | Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes ▼ No □ |
| 11. Exp | ain fully all items answered "Yes" in Item 10(b). | |
| of for Gov | on 10(b)(2): The CEC is managed by a CEO, who also serves as Managing Director. It is Directors. The Board is made up of three cabinet ministers from the Alberta governmen the CEC is provided by the Technology, Innovation and Emissions Reduction Fund (TIER ernment of Alberta. The sole shareholder of the CEC is the Government of Alberta. The erta does not supervise, direct or control the daily operations of the CEC. | t. Financial support), created by the |
| | 1 10(b)(5): See response to question 10(b)(2) above. 1 10(b)(6): See response to question 10(b)(2) above. | |
| | e foreign principal is an organization and is not owned or controlled by a foreign government, foreign gn principal, state who owns and controls it. | political party or other |

EXECUTION

| Date | Printed Name | Signature |
|------------|-----------------|--------------------|
| 09/01/2021 | Leigh Blakely | /s/Leigh Blakely |
| 09/01/2021 | Phil Copithorne | /s/Phil Copithorne |
| | | |
| | | <u> </u> |

EXECUTION

| Date | Printed Name | Signature |
|--------------|------------------|-----------|
| Aug 31, 2021 | PHIL COPITHON 1: | tolk (|
| AUG 31.2021 | LEIGH BLAKELY | - goiss |
| | | |
| | | |

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | Tame of Registrant opithorne & Blakely Corporation | 2. Registration Number 7003 |
|-------------|---|--|
| | ame of Foreign Principal | |
| | Check A | Appropriate Box: |
| 4. x | The agreement between the registrant and the above-na checked, attach a copy of the contract to this exhibit. | amed foreign principal is a formal written contract. If this box is |
| 5. 🗆 | foreign principal has resulted from an exchange of con- | ant and the foreign principal. The agreement with the above-named respondence. If this box is checked, attach a copy of all pertinent al which has been adopted by reference in such correspondence. |
| 6. | contract nor an exchange of correspondence between the | t and the foreign principal is the result of neither a formal written he parties. If this box is checked, give a complete description below of rstanding, its duration, the fees and expenses, if any, to be received. |
| 7. W | That is the date of the contract or agreement with the fore | ign principal? 08/20/2021 |
| 8. D | escribe fully the nature and method of performance of the | e above indicated agreement or understanding. |
| | egistrant will develop and implement a public remportation of Canadian energy products into the | elations campaign to encourage greater cross border United States. |

| R | | develop and | implement a | a public rela | tions campaig | on behalf of the a | | - |
|-------|----------------------|-----------------------------------|----------------------------------|--------------------------------|---|---|--------------------|-------------------|
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |
| 10. W | ill the activities | on behalf of th | e above foreig | n principal incl | ude political ac | ctivities as defined | in Section 1(o) | of the Act 1. |
| | Yes 🗷 | No 🗆 | | - | • | | | |
| to | gether with the r | neans to be en g, promotion, p | nployed to ach perception mar | ieve this purpos | e. The respons | e relations, interests e must include, but nomic developmen | not be limited t | o, activities |
| R | egistrant will | l develop and Canadian en | d implement ergy product | a public rela s into the Un | tions campaid | gn to encourage | greater cross | border |
| | | | | | | | | |
| | | | | | | | | |
| 11 D | 1 | 2 | c 4: c : | | 1 | 1. | | 1 12 1 |
| | tivities, for this f | | | i principai nas t | ne registrant ei | ngaged in any regis | trable activities, | such as political |
| | Yes 🗌 | No 🗷 | | | | | | |
| | | | | | | among other things | | |
| de | elivered speeches | s, lectures, soc | ial media, inte | rnet postings, o | r media broadc | oose. If the registra easts, give details as ot be limited to, ac | to dates, places | of delivery, |
| pı | | tion managem | | | | , and preparation a | | |
| S | et forth below a | general descri | otion of the reg | gistrant's activit | ies, including p | political activities. | | |
| | | | | | | | | |
| | | | | | | | | |
| S | et forth below in | the required of | letail the regis | trant's political | activities. | | | |
| D | ate C | ontact | | Method | | Purpose | | |
| | | | | | | | | |

| or thing of value | | ource, for or in the interests of the foreign proor for disbursement, or otherwise? | n principal, has the registrant received from rincipal, any contributions, income, money, |
|-------------------------|---|---|--|
| Yes 🗆 | No 🗷 | | |
| If yes, set forth | below in the required deta | ail an account of such monies or things of va | alue. |
| Date Received | From Whom | Purpose | Amount/Thing of Value |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | or to the obligation to register for this forei | |
| | | | |
| expended moni | es in connection with acti | | insmitted monies to the foreign principal? |
| expended moni | es in connection with acti | vity on behalf of the foreign principal or tra | insmitted monies to the foreign principal? |
| Yes If yes, set forth | es in connection with acti No below in the required deta | vity on behalf of the foreign principal or tra | s, including monies transmitted, if any. |
| Yes If yes, set forth | es in connection with acti No below in the required deta | vity on behalf of the foreign principal or tra | s, including monies transmitted, if any. |
| Yes If yes, set forth | es in connection with acti No below in the required deta | vity on behalf of the foreign principal or tra | s, including monies transmitted, if any. |
| expended moni Yes | es in connection with acti No below in the required deta | vity on behalf of the foreign principal or tra | s, including monies transmitted, if any. |

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such

^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party

EXECUTION

| Date | Printed Name | Signature |
|------------|-----------------|--------------------|
| 09/01/2021 | Leigh Blakely | /s/Leigh Blakely |
| 09/01/2021 | Phil Copithorne | /s/Phil Copithorne |
| | | _ |
| | | |

EXECUTION

| Date | Printed Name | Signature |
|--------------|-----------------|-----------|
| Aug 31, 2021 | PAIL COPITHON / | - holy |
| AUG 31.2021 | LEIGH BLAKELY | - gorse |
| | | |
| | | |

THIS CONSULTING AGREEMENT effective as of the 20th day of August, 2021 (the "Effective Date").

AMONG

CANADIAN ENERGY CENTRE LTD., a corporation having an office in the City of Calgary, in the Province of Alberta ("CEC" or the "Corporation")

-and-

COPITHORNE & BLAKELY CORPORATION (TRADE NAME: C&B ADVERTISING) a corporation incorporated pursuant to the laws of the Province of Alberta (the "Consultant")

WHEREAS the Consultant and the Corporation (collectively, the "Parties") desire to enter into this Consulting Agreement (this "Agreement") for the purposes of setting forth the terms and conditions under which the Consultant shall provide the consulting services to the Corporation:

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the sufficiency of which is hereby acknowledged), the Parties have agreed, and this Agreement witnesses, as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- The Corporation agrees to retain the Consultant to provide consulting services to Corporation (the "Services"). The Services shall include design, media planning and buy, creative development and production, URL webpage development, coordination of photography and digital advertising for a Billboard and Digital Advertising campaign. Services may also include animation for said campaign.
- 1.2 The Consultant shall report directly to the Executive Director of Operations or such other individual as may be determined by the CEO.
- 1.3 The Consultant shall not make any changes to the scope of Services, including undertaking any additional work, unless it has received the Corporation's prior written authorization. The Corporation, without invalidating the Agreement may, by written notice to the Consultant, alter, add or decrease the scope of Services.
- The Consultant will obtain CEC's prior written consent, which may be given or withheld in CEC's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors, and other than the Consultants employees or senior officers, to provide any Services to CEC.
- 1.5 Subject to Article 1.4, no change to the Agreement shall be effective unless it is in writing and signed by the Parties.

- 1.6 The Consultant shall furnish, at its own expense, the equipment, supplies, tools and other materials used to perform the Services.
- 1.7 The Consultant shall determine the manner or means by which it performs the Services for CEC, including but not limited to the time and place for performance of the Services.

ARTICLE 2 TERM

2.1 Notwithstanding the date of execution of this Agreement, this Agreement shall be effective on the Effective Date, and shall continue thereafter until expiring on December 31, 2022 (the "Expiry Date") at which time this Agreement and the consulting relationship shall cease without further notice, unless terminated earlier in accordance with this Agreement.

ARTICLE 3 NATURE OF THE RELATIONSHIP

3.1 The Consultant represents and acknowledges that the Services provided pursuant to this Agreement shall be provided as an independent contractor. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, fiduciary or employment relationship between CEC and the Consultant, for any purpose, and neither CEC nor the Consultant have the authority to contract for or bind the other Party in any manner whatsoever.

ARTICLE 4 CONSULTING FEE AND PAYMENT

- 4.1 CEC will pay the Consultant consulting fees as set out in Schedule "B" to this Agreement, for Services provided by the Consultant during the term of this Agreement plus applicable GST. The Consultant's GST number is
- 4.2 This Agreement is for the Services of the Consultant as a separate business unit, and neither the Consultant nor its employees, agents, or subcontractors will be entitled to participate in any of the employee or other benefit plans of the Corporation.
- 4.3 With advanced prior approval from the CEO, CEC will reimburse the Consultant for all reasonable expenses (such as travel, if applicable) incurred in connection with the provision of the Service, subject to the Consultant providing to CEC the pertinent supporting invoices and receipts.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Consultant shall perform the Services in a professional and workmanlike manner in accordance with industry standards, professional codes, practices, policies and guidelines, and in compliance with applicable occupational health and safety legislation, all applicable national, provincial and local laws and regulations, and CEC's practices and policies (as those practices and policies pertain to consultants).
- 5.2 The Consultant covenants and agrees that the Consultant shall remit all corporate Goods and Services, personal, employment and income taxes, government pension, provincial health insurance, Employment Insurance contributions and other taxes and withholdings required by law.

- 5.3 The Consultant shall follow the lawful and reasonable directions of the CEO.
- Subject to the restrictions and limitations set out in Article 8 of this Agreement, during term of this Agreement the Consultant may, without prior written consent of the Corporation, provide services to other corporations or entities, provided that doing so does not in any way impair the Consultant's ability to provide the Services pursuant to this Agreement or put the Consultant in a conflict of interest or what could be reasonably perceived to be a conflict of interest with the Corporation.
- 5.5 CEC represents and warrants that:
- (a) CEC has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action.

ARTICLE 6 INDEMNITIES

- 6.1 The Consultant hereby covenant and agree that during the term of this Agreement and after the termination or expiration of this Agreement:
- the Consultant shall indemnify and save harmless CEC and its subsidiaries, successors or its assigns, and their respective directors, officers, shareholders, representatives, advisors, employees, agents and contractors (collectively, the "Indemnitees") of, from and against all claims, charges, taxes, penalties, interest payments or demands which may be made by the Minister of National Revenue requiring CEC to pay income tax, charges, taxes, penalties or interest under the Income Tax Act (Canada) in respect of the Services provided by the Consultant under this Agreement and in respect of any and all claims, charges, taxes or penalties and demands which may be made pursuant to the Canada Pension Plan (Canada) or the Employment Insurance Act (Canada) or any other applicable federal or provincial statute or regulation, with respect to any amount which may, in the future, be found to be payable by CEC in respect of the Services; and
- (b) the Consultant shall defend and save the Indemnitees of, from and against all third party actions, suits, claims, liabilities, costs, expenses (including reasonable legal fees and interest), losses and demands for damages or injuries arising out of or in connection with the Consultant's: (i) fraud, wilful misconduct or gross negligence; (ii) violation of legal requirements applicable to the Consultant; (iii) breach of this Agreement; or (iv) violation of the rights of another person or entity, including any intellectual property rights.

ARTICLE 7 TERMINATION

7.1 This Agreement and the consulting relationship will terminate immediately at any time by CEC if there is a material breach of this Agreement by the Consultant, or by the Consultant if there is a material breach of this Agreement by CEC.

ARTICLE 8 CONFIDENTIAL INFORMATION

- CEC's confidential and proprietary information includes, without limitation, information and data of or relating to CEC's financial matters, business plans and strategies, client and customer lists and personnel information ("Confidential Information"). The Consultant agrees to accept and retain all Confidential Information in confidence and, at all times during the term of this Agreement and the consulting relationship and following the termination or expiration of this Agreement and the consulting relationship (regardless of the reason for the cessation of this Agreement and the consulting relationship), not to disclose or reveal any Confidential Information to any third parties and to refrain from using Confidential Information for any purposes other than those authorized by CEC. Notwithstanding the foregoing, the following shall not be considered Confidential Information: (i) information that is, or becomes, publicly available without a breach of this Agreement, (ii) was lawfully in the possession of the Consultant prior to the disclosure of such information, and without any obligations of confidentiality; (iii) was received from another party without any breach of an obligation of confidentiality; or (iv) was independently developed by the Consultant, and the Consultant can provide records evidencing the independent development of such information.
- 8.2 Upon the termination or expiration of this Agreement and the consulting relationship (for any reason or for no reason), or earlier if requested by CEC, the Consultant shall promptly:
- return to CEC all tangible Confidential Information and copies thereof; and
- (b) immediately deliver to CEC any property of CEC which is in its/his possession or under its/her control (i.e. products, materials, notes, records).
- 8.3 The Consultant agrees to abide by any policies or procedures of CEC pertaining to Confidential Information of CEC. A breach by the Consultant of Article 8 shall be considered a material breach of this Agreement and entitle the Corporation to immediately terminate the Agreement.

ARTICLE 9 NOTICE

- Any notice given under this Agreement shall be in writing and shall be deemed to have been received immediately if delivered in person, delivered by fax, or in five (5) days of delivered by mail at the following addresses:
- (a) The Corporation:

Canadian Energy Centre Ltd. Suite 300, 801 6th Ave. S.W. Calgary, AB T2P 3W2

Attention: Tom Olsen Telephone: 587-391-1590

Email: tom.olsen@canadianenergycentre.ca

(b) The Consultant:

Copithorne and Blakely Corporation (Trade Name: C&B Advertising)

Suite 100, 438 – 11 Avenue SE Calgary, AB T2G 0Y4

Attention: Leigh Blakely Telephone: 587-393-6005

Email: leigh@candbadvertising.com

ARTICLE 10 MISCELLANEOUS

- 10.1 Each Party shall, upon the reasonable request of the any other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
- This Agreement and any attachments constitute the entire agreement among the Parties and supersedes and replaces any and all other representations, understandings, negotiations and previous agreements among or between the Parties, written or oral, express or implied, including, but not limited to, any other prior offers or contracts of employment or consulting services. The Parties do not rely upon or regard as material any representations or other agreements not specifically incorporated into and made part of this Agreement.
- 10.3 The article headings in this Agreement are for convenience only and do not affecting the meaning, construction or interpretation of this Agreement.
- 10.4 This Agreement may not be assigned or amended by any Party without the express written consent of the other Parties.
- 10.5 This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors, permitted assigns and other legal and personal representatives.
- 10.6 If any paragraph, subparagraph or provision of this Agreement is determined to be unenforceable by a Court of competent jurisdiction then such provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect.
- No waiver of any breach of this Agreement is deemed to be effective or binding unless the waiver is in writing and signed by an authorized representative of the Party purporting to have waived the breach and, unless otherwise provided in this Agreement, the waiver is limited to the specific breach waived. A Party's failure to enforce or delay in enforcing any of the terms and conditions of this Agreement does not constitute a waiver of the terms or conditions.
- 10.8 Time shall be of the essence of this Agreement.

6

- 10.9 Notwithstanding the termination of this Agreement or the consulting relationship, and regardless of the reason for such termination, the provisions Article 6, Article 8, Article 9 and Article 10 shall survive such termination.
- 10.10 This Agreement shall be interpreted and governed by the laws of the Province of Alberta and applicable federal laws of Canada applicable therein. Each Party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Alberta in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- This Agreement may be executed in any number of counterparts and each counterpart shall be considered an original of this Agreement. Together all executed counterparts constitute one and the same instrument; however, no Party is bound to this Agreement unless and until all Parties have executed a counterpart. A signature page signed by a Party and sent by facsimile transmission or PDF to the other Parties is a valid as an original and is binding between the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 20% day of August 2021, and effective as of the Effective Date.

CANADIAN ENERGY CENTRE LTD.

Per:

Tom Olsen, CEO

COPITHORNE AND BLAKELY CORPORATION (Trade Name: C&B Adevertising)

Per:

Leigh Blakely, Partne

SCHEDULE "A"

SCOPES OF WORK

2021 BILLBOARD & DIGITAK|L ADVERTISING IN TIMES SQUARE, NEW YORK, NY

Services will include the following:

Design and Media Buy of Billboard and Digital Advertising in Times Square, New York, NY

Timing:

w/o August 23 - Creative development

w/o August 30 - Finalize Media plan and buy, digital production.

w/o September 6 - In market with advertising and web page, photograph taken, shared on social media.

Media Planning & Buying

- Provide ad buy cost and agency administration fees for billboard and digital advertising.
- -Time to liaise with media vendor and set up direct invoicing to CEC.

Creative Development and Production

- -Strategic messaging design for up to 15 seconds of media.
- -Creative design, copywriting and production. Assumes briefing, three days of creative ideation, and 1-2 days of production.
- -Provide options for placement of static message for duration of two (2) weeks (timing, sizing, Ad buy options).
- -Assuming it's a digital format provide options for animation / production for a 5-10 second ad as an alternative to a static message.
- -Oversee photography is executed in New York by a third-party partner.
- -Additional digital executions (to be confirmed).

URL Webpage (friendlyenergy.us)

-Time to develop a vanity URL landing page. Assume the majority of content will come from CEC. If additional copywriting is required, time will be actualized at a blended agency hourly rate of \$165/hr.

· Billboard

-Options have been provided in the proposal for 2 weeks ad unit in Times Square. Assumes inclusion of \$10,000 USD option. Assumes US exchange rate to CDN.

Digital Advertising

-May include paid social, digital advertising (may include display, geo fencing, take-overs, digital versions of USA Today or New York Post, etc) to be finalized once media proposals are received.

Photography

-Production to be determined to capture a professional photograph of billboard to be used on social media. This will be actualized based on photographer.

Animation

 Once the creative is determined, if additional production is required it will be re-estimated separately.

SCHEDULE "B"

PAYMENT TERMS

The Consultant's fees are as follows for Services rendered during the term of the Agreement, plus applicable GST. The Consultant's GST number is

PROFESSIONAL FEES (Estimate)

PLEASE NOTE: As media and creative are finalized, budgets will be actualized, but overall budget will not exceed the \$100,000 budget.

| • | Media Planning & Buying | \$ 7,524.99 |
|---|-------------------------------------|--------------|
| • | Creative Development and Production | \$16,500.00 |
| • | URL Webpage (friendlyenergy.us) | \$ 2,475.00 |
| • | Billboard | \$13,000.00 |
| • | Digital Advertising | \$50,000.01 |
| | Photography | \$ 5,000.00 |
| • | Animation | \$ 5,500.00 |
| | | \$100,000.00 |

If there are expenses to be incurred in addition to the costs provided above, the consultant MUST receive advanced approval from the CEO in order to be reimbursed for those costs.